

0496-964

DECLARATION OF KENAI RIVER ESTATES SUBDIVISION
(Pursuant to AS 34.08.130)

2112194/6098
The below-named persons, being all of the owners of Kenai River Estates Subdivision, and being members of the Homeowners' Association formed thereto, known as Kenai River Estates, Inc., hereby declare pursuant to AS 34.08.130 as follows:

1. The name of the common interest community is Kenai River Estates and the association formed thereto is a non-profit corporation chartered under the laws of the State of Alaska and known as Kenai River Estates, Inc. It is a planned community.

2. All of the property lies within the City of Soldotna, and is located within the Kenai Recording District, Third Judicial District, State of Alaska.

3. The property which is included in the common interest community is Lots 1-20, Kenai River Estates Subdivision, according to the plat filed with the District Recorder of the Kenai Recording District, Third Judicial District, State of Alaska.

4. The totality of the units that have been created are as depicted in the Plat for Kenai River Estates Subdivision, Kenai Recording District, and total twenty lots as part of the planned community. An additional twenty-one lots, being Lots 21-41 have been created by the same plat but are not part of the planned community.

5. The boundaries of each until created by the declaration are as shown by the lot lines for Lot 1-20 in the plat for Kenai

contemporaneously with this Declaration. The Conditions, Covenants and Restrictions pertaining to Lots 21-41 of Kenai River Estates Subdivision, Kenai Recording District, do not pertain to these parcels. A recorded easement for Lots 1-20 across Tract A, the common interest property, is recorded contemporaneously with these declarations and memorializes the rights of access and use pertaining to Lots 1-20 over and upon Tract A, Kenai River Estates Subdivision, Kenai Recording District.

13. Each person owning a title interest in Lots 1-20 shall mandatorily become a member of the Homeowners' Association and shall mandatorily pay such dues and assessments as levied thereupon, upon the acquisition of their interest in the real property. Voting upon the Homeowners' Association matters is as described in the Articles of Incorporation and the By-Laws, which are available for inspection from the registered agent as declared to the State of Alaska, Department of Commerce and Economic Development.

14. Pursuant to AS 34.08.030, this Declaration pertains to a limited expense liability planned community. The average annual dues and assessments of the Homeowners' Association, excluding the costs of insurance premiums pertaining to the insuring of any common interest property, shall not exceed \$100 per year for the base reference year of 1979 as augmented by AS 34.08.820.

15. Accordingly, pursuant to AS 34.08.030, the declarants hereby elect and provide that the planned community and the Homeowners Association is subject only to AS 34.08.720-AS 34.08.740

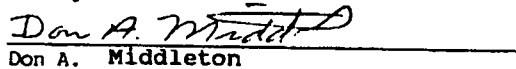
and all other restrictions of that chapter are hereby disclaimed and not applicable, to the extent allowable by law.

16. The declarants on behalf of themselves and of their heirs, successors and assigns agree that in the event that any amendment to these declarations is required in order to meet reasonable regulatory or financing agency requirements that further the intent and spirit of these declarations, then approval of such amendment shall not be unreasonably withheld by any declarant or successor.

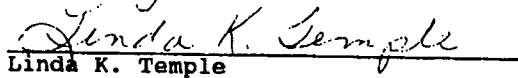
DATED this 19 day of August, 1996.


Robert C. Penney

DATED this 12 day of August, 1996.


Don A. Middleton

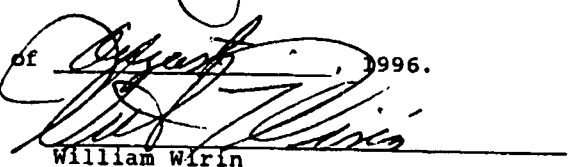
DATED this 29th day of July, 1996.


Linda K. Temple

DATED this 9th day of August, 1996.


Michael Tauriainen

DATED this 31st day of August, 1996.


William Wirin

DATED this 13 day of August, 1996.

Richard T. Bucy

DATED this 30 day of July, 1996.

John Trautner

DATED this 30 day of July, 1996.

Norman L. Bristow

DATED this 16th day of August, 1996.

PAUL E. GRAY

ACKNOWLEDGEMENT

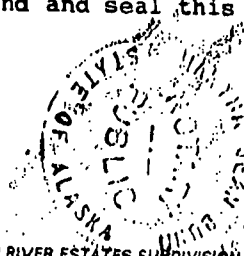
STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 19th day of August, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Robert C. Penny to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 19th day of August, 1996.



Martha Jean Bunn
Notary Public in and for Alaska
My commission expires: May 15, 1997

ACKNOWLEDGEMENT

BOOK 0496 PAGE 969

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 12th day of August 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Don A Middleton to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 12th day of August 1996.

Martha Jean Burr
Notary Public in and for Alaska
My commission expires: May 15, 1997

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 29th day of July, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Linda K. Temple to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 29th day of July, 1996.

Martha Jean Burr
Notary Public in and for Alaska
My commission expires: 5-15-1997

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 9th day of August 1996, the
DECLARATION OF KENAI RIVER ESTATES SUBDIVISION

undersigned, a Notary Public in and for the State of Alaska, personally appeared Michael J. Taviainen to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 9th day of Aug. 1996.

Martha Jean Brun
Notary Public in and for Alaska
My commission expires: 5-15-1997

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 13 day of Aug. 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Richard T. Bucy to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 13 day of August 1996.

Martha Jean Brun
Notary Public in and for Alaska
My commission expires: 5-15-1997

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 30th day of July, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared John Trautner to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 30th day of July, 1996.

DECLARATION OF KENAI RIVER ESTATES SUBDIVISION

BOOK 0496 PAGE 971

Martha Jean Burren
Notary Public in and for Alaska
My commission expires: 5-15-1997

ACKNOWLEDGEMENT

STATE OF ALASKA)

THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY THAT on this 3rd day of July, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Norman L. Bristow to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and seal this 3rd day of July, 1996.

Martha Jean Burren
Notary Public in and for Alaska
My commission expires: 5-15-1997

ACKNOWLEDGEMENT

STATE OF ALASKA)

THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY THAT on this 16th day of August 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Paul E. Gray to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and seal this 16 day of August 1996.

Martha Jean Burren
Notary Public in and for Alaska
My commission expires: May 15, 1997

ACKNOWLEDGEMENT

STATE OF ALASKA)

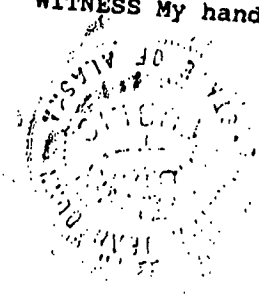
DECLARATION OF KENAI RIVER ESTATES SUBDIVISION

THIRD JUDICIAL DISTRICT) ss.

BOOK 0496 PAGE 972

THIS IS TO CERTIFY THAT on this 8th day of August 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared William Wirin to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 8th day of August 1996.



Marcha Jean Burn
Notary Public in and for Alaska
My commission expires: 5-15-1997

96-9796

KENAI REC 47

DISTRICT

REQUESTED BY SCT

'96 NOV 21 AM 10 38

DECLARATION OF KENAI RIVER ESTATES SUBDIVISION

Return to: Richard Bucy
Box 3071
Soldotna, Ak 99669

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DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
KENAI RIVER ESTATES SUBDIVISION
LOTS 1-20 AND TRACT A

THIS DECLARATION, is made this 26 day of August, 1996, by the undersigned, upon their behalf and of their heirs, successors and assigns, all of who shall be hereinafter referred to as "Declarant". This declaration shall be binding upon, for the benefit of, and enforceable against each declarant and all of their heirs, successors, and assigns. As used herein, the term Declarant shall be read in the plural as and where appropriate to refer to all of the persons signing this declaration and of their heirs, successors and assigns.

RECITALS

- A. Declarants are the owner of the certain real property in the Kenai Recording District, Third Judicial District, State of Alaska described as Lots One (1) through Twenty (20) and Tract A, Kenai River Estates. This Declaration is being imposed by Declarants upon the property to create a planned community.
 - B. Declarants have deemed it desirable to establish covenants, conditions, and restrictions upon the covered property, and each and every lot and portion thereof, which will constitute a general scheme for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness thereof.
 - C. It is desirable for the efficient preservation of the value, desirability and attractiveness of the covered property to create a corporation to which should be delegated and assigned the powers of administering and enforcing these covenants and restrictions and collecting and disbursing funds pursuant to the assessment and charges created and referred to herein.
 - D. Kenai River Estates Owners Association shall be established under the laws of the State of Alaska for the purpose of exercising the powers and functions aforesaid.
 - E. Declarants will convey title to all the covered property subject to certain protective covenants, conditions and restrictions hereafter set forth.
- THEREFORE, Declarants hereby covenant, agree and declare that all of their interests as the same may from time to time appear in the

Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision, Kenai Rec. District Page 1

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covered property shall be held and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of said interest in the covered property and the owners of said interests, and their assigns. These covenants, conditions, restrictions and easements shall run with said interests and shall be binding upon all parties having or acquiring any right or title in said interests or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said interests and every part thereof as a servitude in favor of each and every owner of said interests and the dominant tenement or tenements.

ARTICLE I DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration, and are defined as follows:

Section 1. Architectural Committee shall mean and refer to the committee provided for in the Article IV hereof entitled "Architectural Control".

Section 2. Articles and By-laws shall mean and refer to the Articles of Incorporation and By-laws of the Association as the same may from time to time be duly amended.

Section 3. Association shall mean and refer to Kenai River Estates Owners Association, as formed under the laws of the State of Alaska.

Section 4. Common Areas shall mean all real property owned by the Association for the common use by all owners or only some owners depending on their rights. Tract A is a common area.

Section 5. Common Expenses shall mean and refer to the costs of management and administration of the Association; maintenance of gates, roads and grounds including snow removal; reasonable reserves as appropriate; taxes, if any paid by the Association; costs incurred by the Architectural Committee; and the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association for any reason whatsoever in connection with this Declaration, the Articles of Incorporation or the By-laws, or in furtherance of the purposes the Association or in the discharge of any obligations imposed on the Association by the Declaration.

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Section 6. Covered Property or Project shall mean and refer to that real property known as Lots 1-20 and Tract A, Kenai River Estates Subdivision, Kenai Recording District, Third Judicial District, State of Alaska and particularly described in the Kenai River Estates plat filed in the Kenai Recording District.

Section 7. Lot shall mean the lots of the Kenai River Estates. Front lot line shall mean that lot line which borders a dedicated road or Tract A. Rear lot line shall mean that lot line or combination of lot lines opposite the front lot line. Side lot lines shall mean any lot line or combination of lot lines connecting to the front and rear lot lines.

Section 8. Member shall mean and refer to every person or entity who is a member in the Association pursuant to this Declaration.

Section 9. Owner shall mean and refer to one or more persons or entities who alone or are collectively the record owner of fee simple title to a lot, including Declarant, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. Dwelling shall mean the residential dwelling unit together with garages and other structures on the same lot.

Section 11. Board shall mean the Board of Directors of the Association.

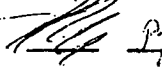
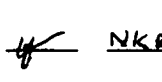
Section 12. Association Rules shall mean rules adopted by the Association pursuant to the Articles hereof entitled "Duties and Powers of the Association".

Section 13. Mortgage, Mortgagee, Mortgagor. Reference in this Declaration to the "mortgage" shall be deemed to include a deed trust; reference to a "mortgagee" shall be deemed to include the beneficiary of a deed of trust; reference to a "mortgagor" shall be deemed to include the trustor of a deed of trust.

ARTICLE II MEMBERSHIP

Section 1. Membership. Every owner shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all owners, are not exclusive, as owners shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the By-laws of the

Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision, Kenai Rec. District Page 3

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Association to the extent the provisions thereof are not in conflict with this Declaration. In the event of conflict between the terms and provisions of the Declaration, By-laws, and Articles of Incorporation, the terms of the Declaration shall prevail. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of obligation. Membership of owners shall be appurtenant to and may not be separated from the fee ownership of any lot which is subject to assessment by the Association. Ownership of a lot shall be the sole qualification for membership. Not more than one membership shall exist based upon ownership of a single lot.

Section 2. Transfer. The membership held by any owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such lot and then only to the purchaser or deed of trust holder of such lot.

Section 3. Voting Rights. The Association shall have one class of membership. Members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person owns a portion of the interest required for membership, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Members who own lots twelve (12) to twenty (20) shall not be entitled to vote until such time as the Board of Directors makes assessments on said lots. Assessments will be held in abeyance until the lots are sold or beneficial use begins. All voting rights shall be subject to the restrictions and limitations provided herein and in the By-laws of the Association.

ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot by acceptance of a deed or other conveyance, is deemed to covenant and agree to pay the assessments of the Association, as set forth in the By-laws of the Association. The assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys fees, shall also be the personal obligation of the owner of such lot at the time when the assessment falls due. Their personal obligation shall not pass to his successors in title unless expressly assumed by them.

Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision, Kenai Rec. District Page 4

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Section 2. Effect of non-payment. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve (12) percent per annum. The Association may bring an action at law against the owner personally obligated to pay, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 3. Purpose of Annual Assessments. Annual assessments shall include, but not be limited to the following:

(A) Maintenance and repair of the common area.

(B) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their use of the common area.

(C) Workman's compensation insurance to the extent necessary to comply with the applicable law and any other insurance deemed necessary by the Board.

(D) A standard fidelity bond covering all members of the Board and any employees in an amount to be determined by the Board.

(E) Any other amounts deemed necessary or proper in the opinion of the Board for the benefit of lot owners or for the enforcement of these restrictions.

ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Approval and Conformity of Plans. No dwelling, outbuilding or fence shall be commenced, erected or maintained upon the covered property, nor shall any exterior addition to or change or alteration in any such structure, be made:

(A) Which is not in conformance with the ordinances of the City of Soldotna and the provisions of this Declaration; and

(B) Until there have been approved (by the Architectural Committee described below) plans and specifications showing the nature, kind, shape, height, materials, exterior color and surface, and location of such structure. Before granting such approval, the Architectural Committee shall have in its reasonable judgment determined that the plans and specifications conform to such

Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision, Kenai Rec. District Page 5

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architectural standards, if any, as may from time to time be adopted by the Board ("Architectural and Landscaping Standards"), and provide for a structure which is in harmony as to external design and location with surrounding structures and topography; and

(C) Which is not constructed in accordance with such approved plans and specifications.

Such plans and specifications are not approved for engineering design, and by approving such plans and specifications neither the Architectural Committee, the members thereof, the Association nor Declarants assume liability of responsibility therefore, or for any defect in any structure constructed from such plans and specifications. In the event the Architectural Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, such plans and specifications will be deemed approved.

Section 2. Appointment of Architectural Committee. The Board of Directors shall elect the Architectural Committee and it shall consist of not less than three (3) members.

Section 3. Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, the improvement shall be deemed to be in compliance with all provisions of this Article unless legal proceedings shall have been instituted to enforce compliance.

Section 4. Appeal. Decisions of the Architectural Committee shall be appealable by the owner to a vote by the Members of the Association. Appeals may be taken by written notice not more than thirty (30) days following the final decision of the Architectural Committee. The failure of the Members of the Association to render a decision within said thirty (30) day period shall be deemed a decision in favor of the appellant.

Section 5. General Provisions.

(A) The Architectural Committee may establish reasonable rules, subject to adoption by the Board, in connection with its review of plans and specifications, including, without limitation, the number of sets to be submitted. Unless such rules are complied with, such plans and specifications shall be deemed not submitted.

(B) The initial address of the committee is: c/o Richard T. Bucy, c/o P.O. Box 3071, Soldotna, Alaska, 99669, or such other

Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision, Kenai Rec. District Page 6

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place as may from time to time be designated by the Architectural Committee. Such address shall be the place for the submittal of plans and specifications and the place where the current architectural standards and landscaping standards, if any shall be kept.

**ARTICLE V
DUTIES AND POWERS OF THE ASSOCIATION**

Section 1. General Duties and Powers. In addition to the duties and powers enumerated in the laws of the State of Alaska and this Association's Articles and By-laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(A) Enforce the provisions of the Declaration by appropriate means, without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation of the Association rules as provided in the By-laws which shall include the establishment of a system of fines or penalties enforceable as a special assessment also as provided for in the By-laws;

(B) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purpose of and protecting the interest of the Association and its members;

(C) Contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association; and

(D) Establish and maintain a working capital and contingency funds in an amount to be determined by the Board of Directors or executive committee of the Association.

Section 2. Board of Directors. The initial Board will be composed of the owners of lots one (1) to eleven (11) and each shall have one vote. They will continue to serve until contrary By-laws are adopted. The Board may appoint an executive committee to handle any matters which may arise from time to time.

Section 3. Meetings. The annual meeting will be held on the first Sunday in March or on such day as the executive committee determines is appropriate. Notice of such meeting together with estimated expenses and proposed assessments will be mailed at least forty-five (45) days prior to the proposed date of the meeting.

Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision Kenai Rec. District Page 7

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Other meetings may be called by a majority of the members of the Board with the same notice. A quorum is six (6) members at a meeting with proper notice. An emergency meeting may be held by a majority of the members with due notice under the circumstances. Attendance at a meeting may be in person or by telephone/fax. A motion must receive a minimum of six (6) favorable votes to pass at either the annual meeting or meetings of the Board of Directors. In order to adopt a motion to approve capital improvements and establish assessments for same there must be fewer than four (4) dissenting votes.

Section 4. Association Rules. The Association shall also have the power to adopt, amend and repeal such rules and regulations as it deems reasonable (the Association rules). The Association rules shall cover such matters in furtherance of the purposes of the Association, provided, however, that the Association rules may not discriminate among owners and shall not be inconsistent with this Declaration, the Articles or By-laws.

ARTICLE VI
OWNERS MAINTENANCE AND INSTALLATION OBLIGATIONS

Section 1. Maintenance and Installation. Every owner shall:

- (A) Maintain the dwelling, patios, and fences of said dwelling and all other structures in good condition and repair, and
- (B) Maintain in attractive and viable condition the landscaping and/or the natural flora on the lot.

Section 2. Standards for Maintenance and Installation.

- (A) Maintenance of the exterior of the dwellings, walls, and roofs shall be accomplished in accordance with the architectural standards.
- (B) Any and all exterior construction work must be completed within two years from date of commencement of construction which shall be considered the installation of a foundation.

ARTICLE VII
USE RESTRICTIONS

Section 1. General Provisions.

- (A) All restrictive covenants listed and/or contained herein

Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision, Kenai Rec. District Page 8

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are subject in all instance to compliance with State of Alaska and City of Soldotna zoning ordinances, and pertinent restrictions.

(B) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants; whether to restrain such violation(s) or to recover damages. These covenants and restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof and each covenant shall be independent to such extent. Should enforcement be effected by civil proceedings and the court find a violation of these covenants, then the owner shall pay any damages which may have been established in the proceedings.

(C) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the subdivision plat. Within these easements, no structures, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 2. Residences. No lot shall be used except for residential purposes. No building shall be erected, placed, altered, or permitted to remain on any lot other than one detached, single-family dwelling to not exceed three stories in height. Other non-residential buildings may be built in accordance with Section 8. Owners of lots one (1) to eleven (11) shall not grant easements to cross their lots to gain access to the Kenai River, nor promote the sale of a lot through promises of river access.

Section 3. Business or Commercial Activity. No business or commercial activity shall be maintained or conducted on any lot which is prohibited by the City of Soldotna in a single family residential zone, provided, however, that professional and administrative occupations may be carried on within residences. Specifically no guiding business shall be conducted from any lot.

Section 4. Building Locations.

(A) No building shall be located on any lot nearer than thirty five (35) feet to the front lot line, nor nearer than ten (10) feet to the side lot lines, nor nearer than twenty-five (25) feet to the rear lot line. On lots one (1) to eleven (11) no building will be located nearer than fifty (50) feet to the river or as set by the City of Soldotna. Additionally on lots one (1) to eleven (11) a maximum of one-third (1/3) of the river frontage may be developed. The remaining two-thirds (2/3) must remain

Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision, Kenai Rec. District Page 9

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undisturbed in its natural state. Protection of the habitat is vital to the health of the river and its ability to sustain an ecological system which will maintain and enhance salmon runs.

(B) Exceptions for individual lots may be granted by the Architectural Committee if the lot owner submits a site plan which demonstrates to the committee's satisfaction that topographic considerations make strict application of the setbacks undesirable.

Section 5. Dwelling Quality and Size.

(A) Each single-family residence to be constructed/placed in Kenai River Estates lots one (1) to twenty (20) shall contain a minimum of twelve hundred (1,200) square feet of living area and be constructed on a permanent foundation. Preferably all exteriors of all structures and fences should be wood or wood appearing and finished with a clear coat or natural wood tone stain or finish. Any and all other finishes must be approved by a vote of the Members of the Association to assure that they present a suitable appearance resulting in the structure blending/fitting into the surroundings.

(B) A garage attached to or detached from the main structure of the residence is not to be construed as a living area within the minimums established above, although additional living quarters may be built over the garage.

Section 6. Nuisances. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be, or may become, a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their lots.

Section 7. Temporary Structures. No temporary structure, boat, truck, trailer, camper or recreational vehicle of any kind shall be used as a living area, except for temporary guests; however, trailers or temporary structures for use incidental to the initial construction of the improvements on the property may be maintained thereon for a maximum of two years, except that this rule is waived for the first five years from the date of the filing of these declarations. Such trailer or temporary structure shall be removed immediately upon completion of construction of the project. Exceptions to this provision which conform to City of Soldotna Section 17.03.245 D zoning ordinance may be approved by the Board of Directors.

Section 8. Outbuildings. No outbuilding shall be commenced,

Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision, Kenai Rec. District Page 10

DMH MT (X) L2 [Signature] [Signature] [Signature] MKB J-1-

erected or maintained upon the covered property nor shall any exterior addition to or change or alteration be made without prior approval of the Architectural Committee. Outbuildings including greenhouses, storage buildings, etc. shall be permitted only if constructed in a permanent manner and in a style which is compatible with the architectural design of the main dwelling structure. No outbuildings will be permitted which are not properly sided and roofed in like manner as the main dwelling.

Section 9. Pet Regulations. No animals, livestock, or poultry shall be kept on any lot except that cats, fish, and birds (kept inside bird cages), and no more than three (3) domestic dogs (restrained or in a fenced area), may be kept as household pets provided they are not kept, bred, or raised therein for commercial purposes or in unreasonable quantities. No vicious dogs, as defined by the ordinances of the City of Soldotna, shall be kept on any lot. No horses shall be permitted to be maintained/housed on lots.

Section 10. Rubbish. Trash, garbage or other waste shall be disposed of only by depositing same into designated trash containers maintained and emptied by individual owners until the Board shall decide otherwise. No lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 11. Parking and Vehicular Restrictions. No vehicle which shall be in an inoperative condition shall be parked or left on the property subject to this Declaration other than in a garage or fenced area on each lot. A vehicle will be presumed inoperative if it does not have current registration/license plates. Inoperative vehicles may be towed from the subdivision at the owner's expense by the Association. Each owner shall provide adequate off-street parking for all vehicles within the set back restrictions of each private area and no vehicle shall be parked on the streets of the subdivision. All seasonal vehicles, recreational vehicles and boats shall be parked preferably in a garage or fenced area, but in any event in a location which makes them unobservable from any street or home on an adjacent lot.

Section 12. Resubdivision. The area of lots herein described shall not be reduced in size by resubdivision. However, owners of contiguous lots may combine and/or divide their lots, as may seem proper to them so long as the resulting lots are larger and conform to the requirements of the City of Soldotna. The resulting lot or lots shall then be treated for all purposes pertinent to these covenants as enlarged single lots.

[Handwritten signatures and initials]

Section 13. Access to Lot. Only one access driveway shall be permitted for each lot. There will be a curve or "dog-leg" when possible in the drives. Architectural Committee may give relief in unusual circumstances.

Section 14. Signs. No sign of any kind shall be displayed to the public view which has not been approved by the Architectural Committee on lots, but in no event shall the sign be larger than two (2) feet by three (3) feet and with the top not more than four (4) feet high. All signs shall also comply with the then current zoning ordinance regulations applicable to signs.

Section 15. Antennas. No CB antennas, ham radio antennas, or other antennas will be installed on any lot or building and which are visible with the exception of a reasonable and customary television antenna/satellite dish. Exceptions may be requested from the Architectural Committee who will take into consideration the state of the art, whether the proposed location minimizes visual impact and the overall effect on the aesthetics of Kenai River Estates.

Section 16. Trees, Landscaping, and Maintenance. No owner shall be permitted to completely clear a lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction and trees may be thinned so long as natural beauty and aesthetic value of trees is retained. Landscaping of all disturbed areas must be completed within twelve (12) months of completion of house. All landscaping must be done professionally or look professionally done.

Section 17. Fences. No fence shall be erected or placed on any lot nearer to any street than specified in the City requirements, and the placement and type of fences shall enhance, rather than detract from the quality of surrounding neighborhood structures. Chain link type fences are prohibited if visible. All wood fences shall be sealed or stained so as to be weather protected. No fence or wall shall be erected until plans are approved in writing by the Architectural Committee as to design, quality of workmanship, and placement.

Section 18: External Fires: There shall be no exterior fires whatsoever, except fires contained within receptacles appropriate therefore.

**ARTICLE VIII
RIGHTS OF MORTGAGEE**

Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision, Kenai Rec. District Page 12

[Handwritten signatures and initials]

Section 1. Priority. Where the mortgagee of a first mortgage of record which is recorded prior to the date of which any assessment lien became effective, or other lot owner obtains title to the same as a result of foreclosure of any such first mortgage, or as the result of a deed taken in lieu of foreclosure, the acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such lot which became due prior to the acquisition of title to such lot by such acquirer, but shall be subject to any future assessments which become due subsequent to his acquisition of title. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the lots including such acquirer, his successors and assigns.

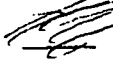
Section 2. Default. A breach of any of the provisions, covenants, restrictions or limitations hereof, or the recordation of any lien or assessment hereunder, or the pursuit of any remedy hereunder shall not defeat or render invalid the lien of any mortgage made by a lot owner in good faith and for value upon the interest of a lot owner. All of the provisions herein shall be binding upon and effective against any owner whose title to said property is hereafter acquired through foreclosure or trustee's sale.

Section 3. Notice to Mortgagee. The first mortgagee shall be entitled to written notification of any default by the lot owner in the performance of the lot owner's obligations under this declaration of the articles and by-laws of the Association; which default is not cured within thirty (30) days, and no disposition thereof shall disturb mortgagee's first lien priority.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any member to enforce any covenant, condition or restriction therein contained, shall in no event be deemed a waiver of right to do so thereafter.

Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision, Kenai Rec. District Page 13

PAUL   JCS    NKB 

Section 2. Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants, conditions, and restrictions of this Declaration shall run with and bind the covered property and shall inure to the benefit of and be enforceable by the Association or any member, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then members has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of the covered property. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in questions of interpretation of construction.

Section 5. Amendments. This Declaration of covenants, conditions and restrictions may be amended only by the affirmative written assent or vote of not less than fifty-one (51) percent of the owners, and further this amendment provision shall not be amended to allow amendments by the written assent or vote of less than fifty-one (51) percent of the owners. However to amend the provisions of Article V, Section 3 with regard to a requirement of less than four (4) dissenting voted for capital improvements a unanimous vote is required. If any amendment is required to satisfy regulatory or reasonable financing requirements, then consent will not be withheld unreasonably by persons then entitled to vote upon amendments.

Section 6. Singular Includes Plural. Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine.

Section 7. Notices. In each instance in which notice is to be given to an owner, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice shall be to one or two or more co-owners, or such notice may be delivered by United States mail, certified or registered, postage prepaid, to the owner at the most recent address furnished

Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision, Kenai Rec. District Page 14

RAM [initials] [signature] [signature] [signature] [signature] [signature] [signature] [signature]

LOG# 0496 PML 987

by such owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the mailing address on the tax roles, and any notice so deposited in the mail within Alaska shall be considered delivered 48 hours after such deposit.

Section 8. Nonliability of Officials. To the fullest extent permitted by law, neither the Board, the Architectural Committee, any other committees of the Association or any member thereof shall be liable to any member or the Association for any damage, loss or prejudice suffered or claimed on account of any decisions, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like, made in good faith within which such Board, committees or persons reasonably believed to be the scope of their duties.

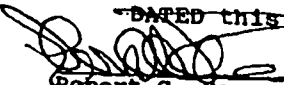
Section 9. Failure of Owner to Comply. The failure of any lot owner to comply with provisions of the Declaration and By-laws will give rise to a cause of action in the Association and any aggrieved owner for the recovery of damages, or for injunctive relief, or both.

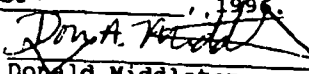
Section 10. Mediation and Arbitration. Any dispute, controversy, or claim arising out of, in connection with, or in relation to this declaration, shall be submitted and determined by mediation. If this proves unsuccessful or impractical arbitration in accordance with the rules, then pertaining, of the American Arbitration Association, and judgment upon the award rendered, may be entered in any court having jurisdiction thereof.

IN WITNESS THEREOF, Declarants have executed this instrument the day and year first hereinabove written.

DECLARANT(S)

DATED this 26 day August, 1996.

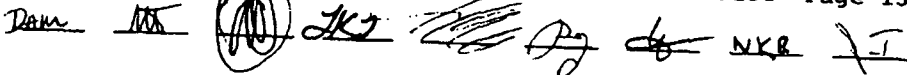

Robert C. Penney
3620 Penland Parkway
Anchorage, AK 99508


Donald Middleton
P.O. Box 752
Cooper Landing, AK 99571

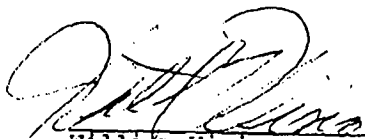

Linda K. Temple
6121 E. 41st Court #3
Anchorage, AK 99504

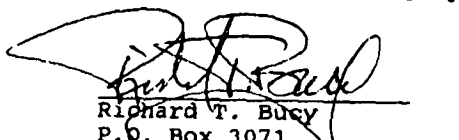

Michael Taupainen
35186 Road Spur Highway
Soldotna, AK 99669

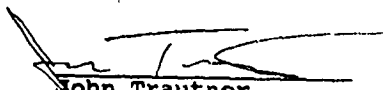
Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision, Kenai Rec. District Page 15

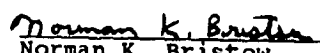
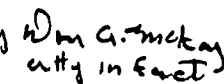


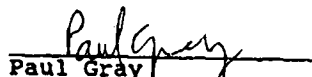
ECG# 0496 P# 988


William Wirin
P.O. Box 3004
Soldotna, AK 99669


Richard T. Bucey
P.O. Box 3071
Soldotna, AK 99669


John Trautner
P.O. Box 909
Girdwood, AK. 99587

 by 
Norman K. Bristow
12440 Turks Turn
Anchorage, AK 99516
att'y in fact

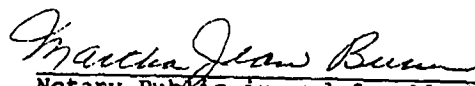

Paul Gray
35555 Kenai Spur Highway #232
Soldotna, AK 99669

ACKNOWLEDGEMENT

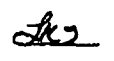
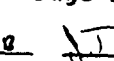
STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 26th day of August, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared William Wirin to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely, and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 26th day of August, 1996.


Notary Public in and for Alaska
My commission expires: May 15, 1997

Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision, Kenai Rec. District Page 16

DAM     

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 27th day of August, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Paul Gray to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 27th day of August, 1996.

Martha Jean Burns
Notary Public in and for Alaska
My commission expires: May 15, 1997

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 27th day of August, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Don A. Middleton to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 27th day of August, 1996.

Martha Jean Burns
Notary Public in and for Alaska
My commission expires: May 15, 1996

Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision, Kenai Rec. District Page 17

DM *JA* *LCY* *Py* *OKB* *LT*

STATE OF ALASKA)
) ss.
 THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 28th day of August, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Michael Tauriainen to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 28th day of August, 1996.

Martha Jean Burn
 Notary Public in and for Alaska
 My commission expires: May 15, 1997

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
 THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 29th day of August, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Richard R. Bucy to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 29th day of August, 1996.

Martha Jean Burn
 Notary Public in and for Alaska
 My commission expires: May 15, 1997

Covenants, Conditions and Restrictions, Lots 1-20
 Kenai River Estates Subdivision Kenai Rec. District Page 18

Don *AK* *JK* *Py* *dk* *ukr* *J*

0496 991

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 30th day of August, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Robert C. Penney to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 30 day of August, 1996.

Martha Jean Bunn
Notary Public in and for Alaska
My commission expires: May 15, 1997

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 12th day of September, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Linda K. Temple to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 12th day of September, 1996.

Martha Jean Bunn
Notary Public in and for Alaska
My commission expires: 5-15-1997

Return to: Richard Bucy
PO Box 3071
Soldotna, Ak 99669

Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision, Kenai Rec. District Page 19

DAW *AK* *LK* *NR* *JT*

BOOK 0496 PAGE 992

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 12th day of September, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared John Trautner to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 12 day of September, 1996.

Martha Jean Burn
Notary Public in and for Alaska
My commission expires: 9/8/97

96-9797-80
KENAI REC
DISTRICT
REQUESTED BY SLT

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

'96 NOV 21 AM 10 39

THIS IS TO CERTIFY THAT on this 12th day of September, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Norman K. Bristow to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 12th day of September, 1996.

Martha Jean Burn
Notary Public in and for Alaska
My commission expires: May 15, 1997

Return to: Richard Bucy
PO Box 3071
Soldotna, Ak 99669

Covenants, Conditions and Restrictions, Lots 1-20
Kenai River Estates Subdivision, Kenai Rec. District Page 20

DAN NOT LES PG NRB 1-1



**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
KENAI RIVER ESTATES SUBDIVISION
LOTS 1-20 AND TRACT A**

RECITALS:

A. The original Declaration of Covenants, Conditions, and Restrictions (“CCRs”), Kenai River Estates Subdivision, Lots 1-20 and Tract A was recorded on November 21, 1996 at Book 496 Pages 973-992, Kenai Recording District, Third Judicial District, State of Alaska.

B. The CCRs were amended by the Amendment to the Declaration of Covenants, Conditions, and Restrictions, Kenai River Estates Subdivision, Lots 1-20 and Tract A, recorded April 30, 2002 at Book 643 Pages 928-933, Kenai Recording District, Third Judicial District, State of Alaska.

C. The CCRs, at Article IX, Section 5, provide that the CCRs may be amended by affirmative written assent or vote of not less than fifty-one (51) percent of the owners.

D. Kenai River Estates Subdivision Lot Owners , at meetings held July 15, 2017 and July 20, 2019, approved amendments to the CCRs as stated herein; and the Owners voting at those meetings represented more than fifty-one (51) percent of the required fifty-one (51) percent of the owners as described in the CCRs, Article IX, Section 5.

NOW THEREFORE, the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, KENAI RIVER ESTATES SUBDIVISION, LOTS 1-20 AND TRACT A, as amended, is amended to read as follows:

ARTICLE V
DUTIES AND POWERS OF THE ASSOCIATION

Section 3. Meetings. The annual meeting will be held on such day as the executive committee determines is appropriate. Notice of such meeting, together with estimated expenses and proposed assessments will be sent either by email or by mail at least twenty-one (21) prior to the proposed date of the meeting.

Other meetings may be called by a majority of the members of the Board with the same notice. A quorum is six (6) members at a meeting with proper notice. An emergency meeting may be held by a majority of the members with due notice under the circumstances. Attendance at a meeting may be in person, via telephone, or by proxy. A motion must receive a minimum of six (6) favorable votes to pass at either the annual meeting or meetings of the Board of Directors. In order to adopt a motion to approve capital improvements and establish assessments for the same, there must be fewer than 4 dissenting votes.

ARTICLE VII
USE RESTRICTIONS

Section 5. Dwelling Quality and Size.

(A) Each single-family residence to be constructed/placed in Kenai River Estates lots one (1) to twenty (20) shall contain a minimum of twelve one thousand eight hundred (1,800) square feet of living area and be constructed on a permanent foundation. All exteriors of all structures and fences shall be wood or wood appearing and finished with a clear coat or natural wood tone stain or finish. Any and all other finishes must be approved by a vote by the members of the association to assure that they present a suitable appearance resulting in the structure blending/fitting into the surroundings.

ARTICLE VII
USE RESTRICTIONS

Section 7. Temporary Structures. Effective July 31, 2019, no temporary structure, boat, truck, trailer, camper or recreational vehicle of any kind shall be used placed on the property to be occupied as a living area, except for temporary guests of the lot owner; however trailers or temporary structures for use incidental to the initial construction of the improvements of the property may be maintained thereon for a maximum of 18 months from the time the Architectural Committee provides written approval of the improvement or building plans. Such trailer or temporary structure shall be removed immediately upon completion of construction of the project. Exceptions to this provision which conform to City of Soldotna Section 17.03.245(D) zoning ordinance may be approved by the Board of Directors.



ARTICLE VII
USE RESTRICTIONS

Section 11. Parking and Vehicular Restrictions. No vehicle which shall be in an inappropriate condition shall be parked or left on the property subject to this Declaration other than in a garage or fenced area on each lot. A vehicle will be presumed to be inoperative if it does not have current registration/license plates. Inoperative vehicles may be towed from the subdivision at the owner's expense by the Association. Each owner shall provide adequate off-street parking for all vehicles within the set-back restrictions of each private area and no vehicle shall be parked on the streets of the subdivision without express approval from the Executive Committee. All seasonal vehicles, and recreational vehicles shall be parked preferably in a garage or privacy-fenced area, but in any event in a location which makes them unobservable from any street, driveway or home on an adjacent lot. A reasonable number of operational boats may be parked on each lot and may be visible from the street, driveway or home on an adjacent lot.

ARTICLE VII
USE RESTRICTIONS

Section 17. Fences. No fence shall be erected or placed on any lot nearer to any street than specified in the City requirements, and the placement and type of fences shall enhance, rather than detract from the quality of the surrounding neighborhood structures. Chain link type fences, except a dog enclosure up to 100 s.f., used exclusively for dogs, are prohibited if visible from any street, or driveway or home on an adjacent lot. All wood fences shall be sealed or stained so as to be weather protected. No fence or wall shall be erected until plans are approved in writing by the architectural committee as to design, quality of workmanship, and placement.

ARTICLE VII
USE RESTRICTIONS

Section 19. Dead Trees. Lots one (1) through (11) shall be kept clear of all dead trees, shrubs, and brush (hereinafter referred to as deadfall). Existing deadfall must be removed by November 30, 2019. If the lot owner does not remove the deadfall, the Association will allow access to the property to have the deadfall removed at the owner's expense. Each owner shall ensure that any new deadfall is removed by the end of each calendar year. The removal of deadfall must comply with City, Borough and Kenai River Special Management Area laws and regulations. Removal will, and any resulting damage will be the sole responsibility of the lot owner.

FURTHER, all covenants, conditions and restrictions contained in the CCRs and amendment described above, shall remain as originally recorded.



FURTHER, all covenants, conditions and restrictions contained in the CCRs and amendment described above shall remain as originally recorded.

SECRETARY'S CERTIFICATION

The Secretary of Kenai River Estates Incorporated, the Kenai River Estates Owners Association as described in the CCRs, hereby certifies that the amendments to the CCRs described in the foregoing Second Amendment to the Declaration of Covenants, Conditions, and Restrictions, Kenai River Estates Subdivision, Lots 1-20 and Tract A, were approved and adopted by a vote of more than fifty-one (51) percent of the owners of lots 1-20, Kenai River Estates Subdivision, at meetings held July 15, 2017 and July 20, 2019.

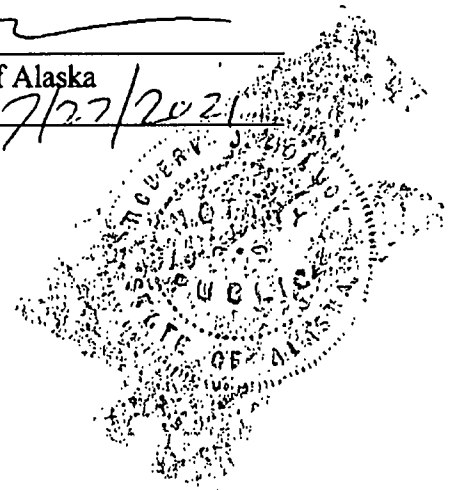
DATE: 10-9-19

Kristin Mellinger
KRISTIN MELLINGER, Secretary
Kenai River Estates Incorporated

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THE FOREGOING INSTRUMENT was acknowledged before me this 9th day of OCTOBER, 2019 by KRISTIN MELLINGER, Secretary of Kenai River Estates Incorporated, an Alaska corporation, on behalf of the corporation.

[Signature]
Notary Public for the State of Alaska
My Commission Expires: 7/27/2021



RECORD IN: KENAI RECORDING DISTRICT
After recording return to:
Kristin Mellinger
821 River Estates Drive
Soldotna, Alaska 99669



**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
KENAI RIVER ESTATES SUBDIVISION LOTS 21-41**

C112190/6078

THIS DECLARATION, made this 26th day of August, 1996, by the undersigned, and their heirs, successors and assigns, shall be hereinafter referred to as "Declarant". These Covenants, Conditions and Restrictions shall run with the land and be binding upon Declarant and all of their heirs, successors and assigns.

RECITALS

A. Declarant is the owner of the certain real property in the Kenai Recording District, Third Judicial District, State of Alaska described as Lots Twenty-One (21) through Forty-One (41) Kenai River Estates, Kenai Recording District, Third Judicial District, State of Alaska. This Declaration is being imposed by Declarant upon the property to create a planned community.

B. Declarant has deemed it desirable to establish covenants, conditions, and restrictions upon the covered property, and each and every lot and portion thereof, which will constitute a general scheme for the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness thereof.

C. It is desirable for the efficient preservation of the value, desirability and attractiveness of the covered property to create a corporation to which should be delegated and assigned the powers of administering and enforcing these covenants and restrictions and collecting and disbursing funds pursuant to the assessment and charges created and referred to herein.

D. Declarant will convey title to all the covered property subject to certain protective covenants, conditions and restrictions hereafter set forth.

NOW THEREFORE, Declarant hereby covenants, agrees and declares that all of its interests as the same may from time to time appear in the covered property shall be held and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of said interest in the covered property and the owners of said interests, and their assigns. These covenants, conditions, restrictions and easements shall run with said interests and shall be binding upon all parties

Declaration of Covenants, Conditions and Restrictions Page 1
Lots 21-41, Kenai River Estates Subdivision, Kenai Rec. District

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having or acquiring any right or title in said interests or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said interests and every part thereof as a servitude in favor of each and every owner of said interests and the dominant tenement or tenements.

ARTICLE I DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration, and are defined as follows:

Section 1. Covered Property or Project shall mean and refer to all real property known as Lot 21-41 Kenai River Estates Subdivision, Kenai Recording District, Third Judicial District, State of Alaska and particularly described in the Kenai River Estates plat filed in the Kenai Recording District, Third Judicial District, State of Alaska.

Section 2. Lot shall mean the lots of the Kenai River Estates. Front lot line shall mean that lot line which borders a dedicated road. Rear lot line shall mean that lot line or combination of lot lines opposite the front lot line. Side lot lines shall mean any lot line or combination of lot lines connecting to the front and rear lot lines.

Section 3. Owner shall mean and refer to one or more persons or entities who alone or collectively are the record owner of fee simple title to a lot, including Declarant, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. Dwelling shall mean the residential dwelling unit together with garages and other structures on the same lot.

ARTICLE II OWNERS MAINTENANCE AND INSTALLATION OBLIGATIONS

Section 1. Maintenance and Installation. Every owner shall:

(A) Maintain the dwelling, patios, decks, and fences of said dwelling in good condition and repair, and

(B) Maintain in attractive and viable condition the landscaping and/or the natural flora on the lot.

Declaration of Covenants, Conditions and Restrictions Page 2
Lots 21-41, Kenai River Estates Subdivision, Kenai Rec. District

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ARTICLE III
USE RESTRICTIONS

Section 1. General Provisions.

(A) All restrictive covenants listed and/or contained herein are subject in all instance to compliance with State of Alaska and City of Soldotna zoning ordinances, and pertinent restrictions.

(B) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants; whether to restrain such violation(s) or to recover damages.

(C) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the subdivision plat. Within these easements, no structures, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 2. Residences. No lot shall be used except for residential purposes. No building shall be erected, placed, altered, or permitted to remain on any lot other than one detached, single-family dwelling to not exceed three stories in height. Other non-residential buildings may be built in accordance with Section 8.

Section 3. Business or Commercial Activity. No business or commercial activity shall be maintained or conducted on any lot, which is prohibited by the City of Soldotna provided, however, that professional and administrative occupations may be carried on within residences.

Section 4. Building Locations.

(A) No building shall be located on any lot nearer than thirty five (35) feet to the front lot line, nor nearer than ten (10) feet to the side lot lines, nor nearer than twenty-five (25) feet to the rear lot line.

(B) For the purpose of these covenants, eaves, steps, and open approaches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Declaration of Covenants, Conditions and Restrictions Page 3
Lots 21-41, Kenai River Estates Subdivision, Kenai Rec. District

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Section 5. Dwelling Quality and Size.

(A) Each single family residence in Kenai River Estates lots twenty-one (21) to forty-one (41) shall contain a minimum of one thousand (1,000) square feet of living area and if a permanent modular home must meet the 1994 Federal HUD regulations as amended for Alaska.

(B) A garage attached to or detached from the main structure of the residence is not to be construed as living area.

Section 6. Nuisances. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be, or may become, a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their lots.

Section 7. Temporary Structures. No temporary structure, boat, truck, trailer, camper or recreational vehicle of any kind shall be used as a permanent living area in accordance with City of Soldotna Ordinance Section 17.03.245 D. Temporary guests may use a recreational vehicle and an owner may occupy a recreational vehicle between May 1st and Sept 30 on a temporary basis, but said recreational vehicle must be removed from the lot during the remainder of the year unless it is placed in a garage or behind a fence. However, trailers or temporary structures for use incidental to the initial construction of the improvements on the property may be maintained thereon for a maximum of two years; but shall be removed immediately upon completion of construction of the project.

Section 8. Outbuildings. Outbuildings including greenhouses, storage buildings, etc shall be constructed in a permanent manner and in a style which is compatible with the architectural design of the main dwelling structure. No outbuildings will be permitted which are not properly sided, painted, and roofed.

Section 9. Pet Regulations. No animals, livestock, or poultry shall be kept on any lot except that cats, fish, and birds (kept inside bird cages), and no more than three (3) domestic dogs (restrained or in a fenced area), may be kept as household pets provided they are not kept, bred, or raised therein for commercial purposes or in unreasonable quantities. No vicious dogs, as defined by the ordinances of the City of Soldotna, shall be kept on any lot. No horses shall be permitted to be maintained/housed on lots.

Section 10. Rubbish. Trash, garbage or other waste shall be

Declaration of Covenants, Conditions and Restrictions Page 4
Lots 21-41, Kenai River Estates Subdivision, Kenai Rec. District

Dan [Signature] [Signature] [Signature] [Signature] [Signature] [Signature] [Signature]

disposed of only by depositing same into designated trash containers. No lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. There shall be no exterior fires whatsoever, except those contained within appropriate receptacles therefore.

Section 11. Parking and Vehicular Restrictions. Each owner shall provide adequate off-street parking for all vehicles within the set back restrictions of each private area and no vehicle shall be parked on the streets of the subdivision. All recreational vehicles and boats shall be parked preferably in a garage or fenced area, but in any event in a location which makes them unobservable from any street or adjacent lot.

Section 12. Resubdivision. The area of lots herein described shall not be reduced in size by resubdivision, except that owners of three (3) contiguous lots may divide the inner or middle lot, thus increasing the size of the two (2) remaining lots which shall then be created for all purposes pertinent to these covenants as enlarged single lots.

Section 13. Access to Lot. Only one access driveway shall be permitted for each lot. There will be a curve or "dog-leg" when possible in the drives.

Section 14. Signs. For lots twenty one (21) through forty-one (41) name and street number signs may be displayed plus for sale, lease, or rent. All signs shall also comply with the then current zoning ordinance regulations applicable to signs.

Section 15. Antennas. No CB antennas, ham radio antennas, satellite dishes, or other antennas will be installed on any lot or building which are visible with the exception of a reasonable and customary rooftop television antenna/satellite dish.

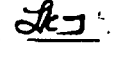
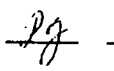
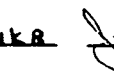
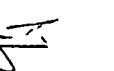
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Section 16. Trees, Landscaping, and Maintenance. No owner shall be permitted to completely clear a lot on which standing trees of size and beauty exist. Space may be cleared to provide for construction and trees may be thinned so long as natural beauty and aesthetic value of trees is retained. Landscaping of all disturbed areas must be completed within twelve (12) months of completion of house. All landscaping must be done professionally or look professionally done.

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Section 17. Fences. No fence shall be erected or placed on any

Declaration of Covenants, Conditions and Restrictions Page 5
Lots 21-41, Kenai River Estates Subdivision, Kenai Rec. District

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lot nearer to any street than specified in the City requirements, and the placement and type of fences shall enhance, rather than detract from the quality of surrounding neighborhood structures. Chain link type fences are permitted. All wood fences shall be sealed or stained so as to be weather protected. //

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ARTICLE IV GENERAL PROVISIONS

Section 1. Enforcement. Any declarant or his heir, successor or assign shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation. Failure by any member to enforce any covenant, condition or restriction therein contained, shall in no event be deemed a waiver of right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants, conditions, and restrictions of this Declaration shall run with and bind the covered property and shall inure to the benefit of and be enforceable by the owners, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless at any time an instrument signed by a majority of the then owners has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part. //

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of the covered property. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in questions of interpretation of construction.

Declaration of Covenants, Conditions and Restrictions Page 6
Lots 21-41, Kenai River Estates Subdivision, Kenai Rec. District

DAN [Signature] [Signature] [Signature] [Signature] [Signature] [Signature] [Signature]

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Section 5. Amendments. This Declaration of covenants, conditions and restrictions may be amended only by the affirmative written assent or vote of not less than fifty-one (51) percent of the owners, and further this amendment provision shall not be amended to allow amendments by the written assent or vote of less than fifty-one (51) percent of the owners. If any amendment is required to satisfy regulatory or reasonable financing requirements, then consent will not be withheld unreasonably by persons then entitled to vote upon amendments.

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Section 6. Singular Includes Plural. Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine.

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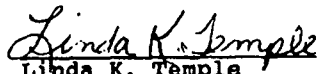
IN WITNESS THEREOF, Declarant has executed this instrument the day and year first hereinabove written.

DECLARANT(S)

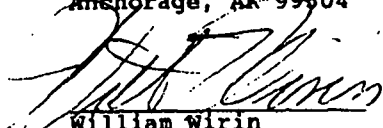
DATED this 26th day August, 1996

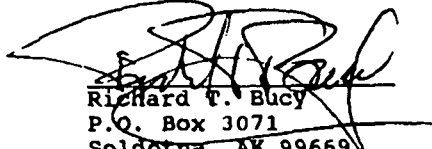

Robert C. Penney
3620 Penland Parkway
Anchorage, AK 99508

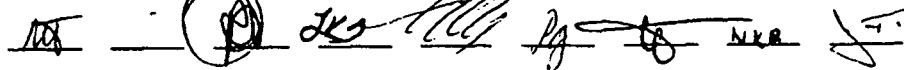

~~Don A. Middleton~~ Don A. Middleton
P.O. Box 752
Cooper Landing, AK 99571


Linda K. Temple
6121 E. 41st Court #3
Anchorage, AK 99504


Michael Tautilainen
35186 Kenai Spur Highway
Soldotna, AK 99669


William Wirin
P.O. Box 3004
Soldotna, AK 99669


Richard T. Bucy
P.O. Box 3071
Soldotna, AK 99669



John Trautner
P.O. Box 909
Girdwood, AK. 99587

Norman K. Bristow by Don A. Meloy
Norman K. Bristow
12440 Turks Turn
Anchorage, AK 99516

Paul Gray
Paul Gray
35555 Kenai Spur Highway #232
Soldotna, AK 99669

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 26th day of August, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared William Wirin to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same, freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and seal this 26th day of August, 1996.

Margaret Ann Bunn
Notary Public in and for Alaska
My commission expires: May 15, 1997

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 27th day of August, 1996, the undersigned, a Notary Public in and for the State of Alaska,

Declaration of Covenants, Conditions and Restrictions Page 8
Lots 21-41, Kenai River Estates Subdivision, Kenai Rec. District

Dan W L NKP JT

personally appeared Paul Gray to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 27th day of August, 1996.



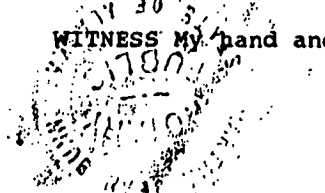
Martha Jean Burns
Notary Public in and for Alaska
My commission expires: May 15, 1996

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 27th day of August, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Don A Middleton to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 27th day of August, 1996.



Martha Jean Burns
Notary Public in and for Alaska
My commission expires: May 15, 1997

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 28th day of August, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Michael Tauriainen to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

Declaration of Covenants, Conditions and Restrictions Page 9
Lots 21-41, Kenai River Estates Subdivision, Kenai Rec. District

Dan MS LS 18 8 NLR J

BOOK 0497 PAGE 010

mentioned.

WITNESS My hand and seal this 28 day of August, 1996.

Martha Jean Burn
Notary Public in and for Alaska
My commission expires: May 15, 1997

ACKNOWLEDGEMENT

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY THAT on this 29th day of August, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Richard T. Bucy to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 29th day of August, 1996.

Martha Jean Burn
Notary Public in and for Alaska
My commission expires: May 15, 1997

ACKNOWLEDGEMENT

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

THIS IS TO CERTIFY THAT on this 30th day of August, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Robert C. Penney to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 30 day of August, 1996.

Declaration of Covenants, Conditions and Restrictions Page 10
Lots 21-41, Kenai River Estates Subdivision, Kenai Rec. District

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Notary Public in and for Alaska
My commission expires: May 15, 1997

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 12 day of September, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Linda K. Temple to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 12th day of September, 1996.

Notary Public in and for Alaska
My commission expires: May 15, 1997

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 12th day of September, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared John Trautner to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 12th day of September, 1996.

Notary Public in and for Alaska
My commission expires: May 15, 1997

ACKNOWLEDGEMENT

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Lots 21-41, Kenai River Estates Subdivision, Kenai Rec. District

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BOOK 0497 PAGE 012

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on this 12th day of September, 1996, the undersigned, a Notary Public in and for the State of Alaska, personally appeared DON A. McKay as attorney in fact for Norman K. Bristow to me known to be the persons described herein and who executed the above and foregoing instrument, and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS My hand and seal this 12th day of September, 1996.



Martha Jean Bunn
Notary Public in and for Alaska
My commission expires: May 15, 1997

Return to: Richard Bucy
PO Box 3071
Soldotna, Ak 99669

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KENAI REC 56-
DISTRICT
REQUESTED BY SLT

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Declaration of Covenants, Conditions and Restrictions Page 12
Lots 21-41, Kenai River Estates Subdivision, Kenai Rec. District

JAM DA LS Pg 6 NKR JCL